

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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777 EQUIPMENT FINANCE LLC, : CASE NO. 2:21-CV-6092  
: :  
PLAINTIFF, : :  
: :  
V. : :  
: :  
MOHAMAD S. KHAN, : JURY TRIAL:  YES ■ NO  
: :  
DEFENDANT. : NOVEMBER 2, 2021  
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**COMPLAINT**

The plaintiff, 777 Equipment Finance LLC ("Plaintiff"), by and through its attorneys, Benanti & Associates, for its complaint against the defendant, hereby alleges as follows:

**PARTIES**

1. Plaintiff is a Delaware limited liability company with its principal place of business located at 2 Corporate Drive, Suite 760, Shelton, Connecticut 06484.
2. Upon information and belief, the defendant, Mohamad S. Khan ("Defendant"), is a resident of the State of New York residing at 625 6th Avenue, New Hyde Park, New York 11040.

**JURISDICTION AND VENUE**

3. This Court has jurisdiction of the claims set forth herein pursuant to 28 U.S.C. § 1332(a)(1), in that the matter in controversy exceeds the sum of \$75,000.00 and Plaintiff and Defendant are citizens of different states.

4. Venue is appropriate in this court pursuant to 28 U.S.C. 1391(b)(3).

**CAUSE OF ACTION**

5. LGE Organic LLC ("Borrower") executed and delivered to Advantage Funding Commercial Capital Corp. ("Advantage Funding"), among other things, a certain Master

Promissory Note and Security Agreement dated July 25, 2016 (Account No. Ending In 41007) (the "Promissory Note"), pursuant to which Advantage Funding advanced to Borrower the total original amount of \$132,872.00, which amount Borrower agreed to repay in seventy-one (71) monthly installment payments of \$2,370.00 each, commencing August 15, 2016 and ending July 15, 2022. A true and correct copy of the Promissory Note is annexed hereto and marked Exhibit 1 with the same force and effect as if set forth at length herein.

6. Borrower further executed and delivered to Advantage Funding, among other things, a certain Extension and Modification Agreement-Loan dated as of May 3, 2019 (the "Modification Agreement"), pursuant to which Borrower and Advantage Funding modified the Promissory Note in certain respects (including, among other things, extending the maturity date of the Promissory Note to October 15, 2022). A true and correct copy of the Modification Agreement is annexed hereto and marked Exhibit 2 with the same force and effect as if set forth at length herein.

7. For value received and to further induce Advantage Funding to enter into the Promissory Note with Borrower, Defendant executed a certain Personal Guaranty dated August 10, 2016 in favor of Advantage Funding (the "Guaranty"), pursuant to which Defendant, among other things, unconditionally, absolutely and irrevocably guaranteed to Advantage Funding (and its successors and assigns) that irrespective of the genuineness, validity or enforceability of any document relating to any credit granted to Borrower by Advantage Funding (including, without limitation, in connection with the Promissory Note) or of Borrower's obligations in respect thereof, and of the existence, validity or value of any security, Defendant will promptly and fully pay and perform all obligations of Borrower to Advantage Funding (and its successors and assigns), with interest and other charges, when due (whether at maturity or earlier by acceleration or otherwise),

including, without limitation, all obligations of Borrower under or in connection with the Promissory Note. A true and correct copy of the Guaranty is annexed hereto and marked Exhibit 3 with the same force and effect as if set forth at length herein.

8. Pursuant to, among other documents, agreements and instruments, a certain Assignment of Paper dated as of July 31, 2020 and Schedule A thereto from Advantage (among others) to Plaintiff (hereinafter, the "Assignment"), Advantage assigned all of its right, title and interest in and to, among other things, the Promissory Note, the Modification Agreement, the Guaranty, and any and all schedules, delivery & acceptance certificates certificates, warranty disclaimers, acknowledgments, exhibits, documents, instruments, and or agreements of any kind whatsoever executed and or delivered in connection therewith (all of the foregoing, excluding the Guaranty, being sometimes hereinafter collectively referred to as the "Loan Documents"), and, as a result thereof, Plaintiff is the current owner and holder of, and is entitled to enforce all rights and remedies under or in connection with, the Loan Documents and the Guaranty, and to collect all amounts due thereunder. A true and correct copy of the Assignment (with Schedule A redacted to show only the reference to the applicable transaction with Borrower) is annexed hereto and marked Exhibit 4 with the same force and effect as if set forth at length herein.

9. The Loan Documents provide, among other things, that Borrower shall be in default thereunder if Borrower fails to make any payment when due under the Loan Documents.

10. The Loan Documents further provide, among other things, that upon the occurrence of an event of default thereunder, then, at Plaintiff's option, and at any time, the entire unpaid total periodic installments for the balance of the term of the Loan Documents (plus all outstanding fees and assessments) shall be at once due and payable.

11. The Loan Documents further provide, among other things, that Borrower shall pay Plaintiff all of Plaintiff's expenses (including, but not limited to, Plaintiff's reasonable attorneys fees) incurred by, or on behalf of, Plaintiff in connection with, or relating to, the Loan Documents.

12. Borrower failed to pay Plaintiff the monthly installment payments due under the Loan Documents on October 15, 2019 and the like day of each month thereafter.

13. Borrower and Defendant were notified that, among other things, Borrower was in default under the Loan Documents, and, among other things, demanded that Borrower pay Plaintiff the entire accelerated balance (together with any other amounts of any kind whatsoever) due, payable, owing or outstanding under or in connection with the Loan Documents and the Guaranty, as applicable.

14. Notwithstanding such demand, Borrower and Defendant failed, neglected and refused to pay Plaintiff the full amount of the accelerated balance (as well as the full amount of any other amounts of any kind whatsoever) due, payable, owing or outstanding under or in connection with the Loan Documents and the Guaranty, as applicable.

15. Defendant is in breach of the terms of the Guaranty and Plaintiff has been injured thereby.

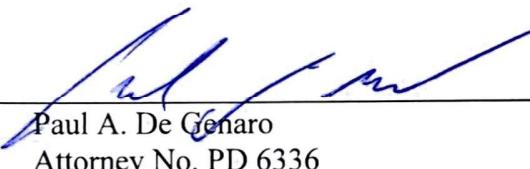
16. As of October , 2021, there is due and owing to Plaintiff under the Loan Documents and the Guaranty the total aggregate sum of \$94,430.25, plus accruing interest, late charges, costs and expenses, including attorneys fees, as provided thereunder. Interest continues to accrue under or in connection with the terms of the Loan Documents, as set forth therein, and Plaintiff will continue to incur legal fees and expenses in connection with this action.

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WHEREFORE, Plaintiff demands judgment:

1. On the First Cause of Action, granting Plaintiff judgment against Defendant under or in connection with the Guaranty in the sum of \$94,430.25, plus accruing interest, attorneys' fees and costs;
2. Such other and further relief as the Court shall deem just and equitable.

THE PLAINTIFF,  
777 EQUIPMENT FINANCE LLC

By: 

Paul A. De Genaro  
Attorney No. PD 6336  
Benanti & Associates  
350 Bedford Street, Suite 201  
Stamford, CT 06901  
Telephone: (203) 324-9559  
Fax: 203-358-8582  
Email: pdegenaro@benantilaw.com  
Its Attorneys